

March 11, 2015

Via Electronic Filing

Deputy Chief Administrative Law Judge Arthur J. Amchan
National Labor Relations Board
Division of Judges
1099 14th Street, NW
Room 5400 East
Washington, DC 20570-0001

***Re: Cumberland Manor Nursing and Rehabilitation Center
and United Auto Workers, Local 2327
NLRB Case No.: 04-CA-133709***

Dear Judge Amchan:

We represent Respondent Cumberland Manor Nursing and Rehabilitation Center (“Cumberland” or “the Employer”) in the above matter. Kindly accept this letter brief in lieu of a more formal post hearing brief.

Cumberland Manor is a long-term and short-term care facility in Southern New Jersey which provides therapies for sub-acute rehabilitation, respite care and hospice care. Here, the issues raised at the hearing were limited to the Board’s contention that: (1) the Employer failed to bargain collectively with the Union; and (2) the Employer failed to fully furnish the Union with information requested in advance of bargaining.

On the issue of bargaining, the Employer is fully prepared to begin negotiations; however, the Employer respectfully urges Your Honor not to adopt the remedy proposed by the Board. In that light, the Board requested that Your Honor order the Employer to bargain with the Union upon request for a minimum of twenty-four (24) hours per month and six (6) hours per session, or on a

mutually acceptable basis providing for an equivalent amount of bargaining until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining. The Board also sought an order requiring the Employer to prepare written bargaining progress reports every month and submit them to the Regional Director for the Fourth Region and the Union to provide the Union with an opportunity to reply.

While the Employer has no objection to submitting monthly progress reports, the frequency of bargaining requested by the Board is excessive. In that light, Cumberland is a small facility currently having fewer than fifty bargaining unit employees. More so, the Employer's representative, David F. Jasinski, Esq., is currently negotiating new collective bargaining agreements for more than a dozen facilities throughout the tri-state area. Further, Mr. Jasinski has been on trial in the matter of Scott Jones vs. South Jersey Industries, Superior Court of NJ, Law Division, Atlantic County, Docket #ATL-L-15354-06 since February 9, 2015-- a fact the Board and the Union are well-aware. Hence, if Your Honor intends to order a specified number of bargaining sessions, we respectfully urge that these factors be taken into consideration prior to rendering a decision.

As to the Union's information requests dated April 4, 2014, as of today's date, the Employer has provided the Union with all of the information requested. In that regard, within a week of the hearing of February 4, 2015, the Employer sent to the Union the requested Life Insurance information, i.e., an Employee Benefits Proposal and Cost Summary. A true and accurate copy of Mr. Jasinski's letter to Ryan R. Sweeney, Esq., dated February 12, 2015, with the requested Life Insurance Information, is attached hereto. Further, as admitted by the President of UAW Local 2327, Sandra Urban, despite contending that she never received any response from

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the Employer as to the Union's April 4, 2014 information requests on direct examination, under cross examination, Ms. Urban admitted that the Union had received from the Employer and is satisfied with the information provided on the issues of: (1) Employer Population and (2) Work Safety. (Tr. 9:2-10; Tr. 20:15-24, 21:15-24, GC-32).¹ Ms. Urban further admitted that as to the Union's request for information concerning the "Pension Plan", there is no Pension Plan at the facility. (Tr. 20:25-21:14). As such, the Union had no legitimate basis to make such a request for this information and never needed such information for bargaining purposes. Finally, on the issue of health insurance information requested by the Union, the Union's only contention is that it believes the information provided by the Employer is "out of date." (Tr. 21:25-22:16). Meanwhile, Ms. Urban admitted under cross examination that while she believe the information the Employer provided is out of date, but does not know for certain that her belief, is in fact correct. (Tr. 21:25-22:16). Since the Employer provided its supplemental information response following the hearing, the Union has neither contacted the Undersigned nor the Employer claiming that it is in need of any additional information to commence bargaining.

Accordingly, for the foregoing reasons, the Employer respectfully urges Your Honor to dismiss the Complaint in its entirety and prejudice or, in the alternative, on the issue of bargaining, order a bargaining schedule that is more reasonable than the proposal recommended by the Board.

Respectfully submitted,

JASINSKI, P.C.


PETER P. PERLA, JR.

¹ "(T:_____)" refers to the transcript of the hearing on February 4, 2015.

February 12, 2015

Via Electronic Mail

Ryan R. Sweeney, Esq.
Cleary, Josem & Trigiani LLP
Constitution Place
325 Chestnut Street, Suite 200
Philadelphia, PA 19106
rsweeney@cjtllaw.org

Re: Cumberland Manor Nursing & Rehabilitation Center

Dear Mr. Sweeney:

Responsive to your information request, attached please find Life Insurance information.

Sincerely,

JASINSKI, P.C.



DAVID F. JASINSKI

cc: Margaret McGovern, Esq.

Employee Benefits

Proposal And Cost Summary



Group Life Insurance

Standard Insurance Company



How The Standard's Focused Expertise Can Benefit Your Business

At Standard Insurance Company, group Life and Disability insurance aren't add-ons. They're our primary business. For you, our focused expertise means people who understand your needs and employee benefits that work harder to support your goals.

From fast, responsive claims handling to flexible plan designs that help you control costs, we're here to partner with you for the long term. Our proactive approach and solutions can help reduce the workload for your HR team and help you maintain a more efficient and productive workplace.

Key Reasons To Choose The Standard

Partnership Focus	With The Standard's 40-plus fully-staffed sales and service offices across the country, you can count on a smooth, hassle-free transition, local account resources and personal, responsive service. We're here to minimize your administrative burden and simplify claim management. With access that works the way you work – online, phone or in person – we're easy to reach and quick to follow through.
Long-Term Perspective	We've tailored this proposal to address your needs, today and for the long-term. Need more options? Just ask. We offer millions of possible plan design combinations. We also emphasize giving you the "right rate" from the beginning to avoid a big increase later.
Proactive Approach	We focus on helping employers prevent disabilities, increase employee well-being and maintain a more productive workplace through innovative solutions that deliver measurable results, including: <ul style="list-style-type: none">• Industry-leading Workplace PossibilitiesSM program• Exclusive partnership with Health AdvocateTM• Employee Assistance Program included with our LTD plans• Comprehensive Absence Management services• Flexible Dental and Vision plans

We Keep Our Promises

At The Standard, doing the right thing for our customers is in our DNA. More than 100 years of history and our long track record of financial strength back up our commitment to you and your employees.

Employee Benefits Proposal and Cost Summary

Basic Life and AD&D Plan 1

Covered Members

An active employee of the Employer working 30 hours per week

Plan

Benefit Formula	Flat \$10,000
Age Based Benefit Reduction	To 65% at age 65; To 50% at age 70
Guarantee Issue	Full Benefit
Employer Contribution	100%

Cost

		Members	Volume	X Rate: Per \$1,000	=	Monthly Premium
All Eligible	Life	53	\$507,500	0.31		\$157
	AD&D	53	\$507,500	0.02		\$10
Total						\$167

- We provide policyholders with a 31-day notice of rate change.
- The proposed rates are guaranteed for 36 months.

Features

- A Family Benefits Package is included. It provides extra AD&D benefits to help families transition due to the loss of an insured member. The package includes a Child Care Benefit (child care expense reimbursement for children under age 13); a Career Adjustment Benefit (education expense reimbursement for spouses); and a Higher Education Benefit (college expense reimbursement for children).
- An Accelerated Benefit is included. Terminally ill members may withdraw up to 75% of their Life benefit to a maximum of \$500,000 (when Basic Life and any Additional Life are combined).
- Travel Assistance is included. This service provides plan participants with access to appropriate medical care and other emergency services whenever traveling at least 100 miles from home or in a foreign country for trips lasting up to 180 days. Travel Assistance offers a range of professional, 24-hour medical and legal assistance and coordination services.
- AdminEASE service is included. These time-saving online tools are the fastest, easiest and most secure way to administer your plan.
- Waiver of Premium is included for those disabled prior to age 60. The schedule of age reductions will not apply while a member is on Waiver. Waiver ends at age 65. The Standard consolidates the filing and management of the Life Waiver of Premium and LTD claims if The Standard has both coverages.

Employee Benefits Proposal and Cost Summary

- The plan includes E-Contract Document service for efficient, convenient online contract document delivery. Printed documents are available on request. Certificates must be distributed to insured members. Note: Under ERISA, plan administrators may deliver Summary Plan Descriptions/certificates electronically, but must implement measures to ensure participants actually receive them. Please consult legal counsel to clarify your delivery or recordkeeping requirements.

Plan Design

- A Seat Belt Benefit and an Air Bag Benefit are included. These provide additional benefits (100% of AD&D benefit to \$10,000 and 100% of AD&D benefit to \$5,000, respectively) if a member dies as a result of an automobile accident while using a seat belt system and where the automobile's air bag deployed at the time of the accident.
- Portability of insurance is included. This lets terminating members continue their basic life amount without providing evidence of insurability. If AD&D is included in the plan it may also be ported.
- A Repatriation Benefit is included. It provides an additional benefit to help pay for the expenses of transporting a member's body when the member dies more than 200 miles from home.

Assumptions

- The rates assume billing is centralized in one location.
- The proposed rates assume coverage not currently in force.
- Proposed rate includes electronic documents.

Conditions

- Proposal includes individuals age 75 or older. Unless identified as a retiree it is assumed all are active employees meeting the hourly requirement.
- This is not our customary age reduction schedule. As an employer, you are responsible for determining that the schedule you have requested complies with the ADEA. We assume that you have made that determination.

Additional Information

For additional information on the available features and benefits of Life and Accidental Death & Dismemberment Insurance from The Standard, click here: <http://www.standard.com/eforms/6958.pdf>